

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the 15th day of October, 2018 ("Effective Date"), by and between the Town of Stoneham, Massachusetts (the "Municipality" or "Stoneham"), acting through its Board of Selectmen (the "Board") and NSTAR Electric Company d/b/a Eversource Energy ("EVERSOURCE"). The Municipality and EVERSOURCE are referred to herein collectively as the "Parties" and individually as "Party".

This MOU governs the principal effects on the Municipality of EVERSOURCE's proposal to construct, own and operate in conjunction with National Grid a new approximately 8.54 mile, 345-kilovolt underground transmission line in Woburn, Winchester, Stoneham, and Wakefield and to modify two existing substations (EVERSOURCE's Woburn Substation in Woburn and National Grid's Wakefield Junction Substation in Wakefield), consistent with the petition submitted to, and subject to the approval of the Energy Facilities Siting Board (the "EFSB") in the consolidated proceedings docketed as EFSB 15-04/D.P.U. 15-140/D.P.U. 15-141 (the "Proceeding;" such proposed work as approved in the EFSB Order, as defined below, the "Project"). The approximate distance of the transmission line in the Municipality is 1.9 miles. EVERSOURCE shall submit an executed copy of this MOU to the EFSB.

WHEREAS, the Project is one of approximately forty individual transmission projects to emerge from an extended transmission study process led by the Independent System Operator (the independent corporation regulated by the Federal Energy Regulatory Commission and required to perform grid operation, market administration, and power system planning of the regional transmission system in New England) to identify and address reliability needs of the Greater Boston area transmission system and to assure that the transmission grid will comply with federal and regional reliability standards;

WHEREAS, EVERSOURCE has a legal requirement to address electric transmission system reliability issues;

WHEREAS, both the Municipality and EVERSOURCE desire that, should the proposed Project be authorized by the applicable regulatory agencies and government authorities and thereafter to be constructed by EVERSOURCE, the construction will be carried out, subject to such authorizations, in a manner that minimizes impacts to the environment and disruption to the Municipality and the public resulting from the Project, provides reasonable assurance to the Municipality and its residents that such construction impacts will be mitigated, and facilitates the use of efficient construction methods;

WHEREAS, the Municipality acknowledges that EVERSOURCE has an obligation to construct its Project within a certain schedule, and, thus, the Municipality agrees to work collaboratively with EVERSOURCE to facilitate the progress of the Project by, to the extent practicable, agreeing to mutually acceptable work hours while maintaining flexibility with regard to periodic requests for approval of work hours outside of Normal Work Hours and allowing work activities through winter months when feasible, and recognizing the need for the use of multiple crews to complete the Project as expeditiously as practicable; and

WHEREAS, EVERSOURCE acknowledges the construction-related concerns raised by the Municipality in the Proceeding, and will work closely with the Municipality to mitigate those concerns, to the maximum extent practicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Municipality and EVERSOURCE agree as follows:

1. **Siting Process.**

1.1 **Proposed Route.** The commitments set forth in this MOU contemplate the Project will use the proposed preferred route and design identified and approved by the EFSB (the "Proposed Route") in its Final Decision dated February 28, 2018 ("EFSB Order"). If, as a result of an appeal of the EFSB Order filed by the Town of Winchester with the Supreme Judicial Court, the Proposed Route is amended and the EFSB approves the Project in a materially different form than as currently proposed, which difference affects the Municipality, the Parties will (a) meet no later than twenty (20) days after the issuance of the Order to assess whether any provisions of this MOU should be revised with respect to such differences; and (b) develop and implement, in good faith, a plan to modify this MOU to account for any such revisions. In the event that the appeal of the Order does not result in any change to the routing of the Project through the Municipality, the original provisions of the MOU shall remain in full force and effect.

1.2 **Municipal Siting Approvals.** EVERSOURCE will comply with the applicable process for procuring all approvals, permits and other authorizations legally required from the Municipality's officials for the siting of the Project. As of the Effective Date to the best of the Parties' knowledge, those approvals are listed in Exhibit 1 (collectively, "Municipal Siting Approvals") which may be amended by the Municipality after the Effective Date to add other required approvals, permits and authorizations, including if alternative approval processes become available or planned approval processes are not implemented as originally contemplated. The Municipality and EVERSOURCE understand and acknowledge that time is of the essence and agree, to the extent that the Municipality and the Board are legally permitted to do so, to expedite the granting of all local permits, licenses, and approvals that may be required for EVERSOURCE to proceed with the Project. The Municipality will reasonably expedite, in good faith, the consideration of grants of location and street opening permits such that EVERSOURCE has received the Municipality's decisions no later than sixty (60) days after the conclusion of the initial public hearing on the application for the grants of location and no later than fourteen (14) days after submission for street opening permits. The Municipality agrees that it will schedule the initial public hearing on EVERSOURCE's grants of location for the Project in Stoneham as soon as reasonably practical, but in no event later than October 25, 2018. However, nothing herein shall require the Municipality to grant any permit, license, or approval required for the Project or to waive or shorten any permit review period required to provide opportunities for public notice and comment, or prohibit the Municipality from requiring any reasonable conditions on any permit, license or approval that it may grant, including without limitation, any condition as reasonably required by the Board or any other board, commission or department of the Municipality in connection with any permit, license or approval required for the Project.

The Municipality acknowledges that on December 19, 2017, EVERSOURCE submitted a Grant of Location application to the Municipality which included construction-level design plans.

Specifically, the plans included detailed design plan and profile drawings; street layout and property lines; detailed existing condition information, including utility record drawing data, the location and size of all above and below ground utilities and associated appurtenances, including water, sewer, drain, gas, electric, and telecommunication lines; surveyed surface features and invert data, and test pit and potholing utility survey data; location of any other proposed transmission line and associated manholes; typical cross-sections based on Project stationing; proposed location of all Municipality-owned utilities to be relocated as part of the Project (the location of which shall be coordinated with any necessary relocation of non-municipal utilities such as gas or telecommunication lines); and the location of all proposed jacking pits. The Municipality adopted new Grant of Location and Street Opening rules on June 18, 2018 that are awaiting approval from the Massachusetts Attorney General. In no event shall the new rules regarding Grants of Location apply retroactively to the Project, even if they are approved by the Massachusetts Attorney General. With respect to the new rules regarding requests for Street Opening permits (to the extent they become effective after the review of the Massachusetts Attorney General), such rules shall not apply to the Project if they are inconsistent with the EFSB Final Order or the EFSB's forthcoming decision on EVERSOURCE's pending Initial Petition and Application for a Certificate of Environmental Impact and Public Interest, filed pursuant to G.L. c. 164, §§ 69K, et seq., to secure all of its yet-to-be-obtained local permits and approvals from the EFSB (the "Certificate").

1.3 Municipal Cooperation. Understanding state and federal permitting agencies' jurisdictions over the Project, the Parties will work cooperatively with each other and with other municipalities affected by the Project as applicable, and, as necessary, to reconcile and coordinate their respective requirements to avoid unreasonable challenges to any permit, license or local approval or conflicting and/or competing obligations and/or responsibilities on EVERSOURCE and/or EVERSOURCE's contractors regarding that portion of the Project located in the Municipality. The Municipality has appealed the EFSB Final Decision dated February 28, 2018. Additionally, upon execution of the MOU, the Municipality agrees to relinquish all rights to challenge or collaterally attack any of the permits or approvals with respect to the Project identified in Exhibit 2. The Municipality's failure to comply with its obligations in accordance with the provisions of this MOU shall relieve EVERSOURCE of its obligations contained herein. The failure of EVERSOURCE to comply with the provisions of this MOU will relieve the Municipality of its obligations contained in this MOU. Notwithstanding anything herein to the contrary, EVERSOURCE's obligations to the Municipality are subject to any conditions imposed by the EFSB and regulatory agencies with respect to the Project.

The Parties to this MOU acknowledge and agree that, as of the Effective Date Stoneham has filed an appeal to the Massachusetts Supreme Judicial Court ("SJC") of the EFSB Order. The Parties agree that Stoneham will withdraw its appeal at the SJC and EVERSOURCE will withdraw its request for the above-referenced Certificate with respect to the Grant of Location otherwise required from Stoneham within seven (7) days of EVERSOURCE's receipt of the Grant of Location from Stoneham; provided, however, the Grant of Location conditions must be acceptable to EVERSOURCE in its reasonable discretion and in final and non-appealable form. Should the Grant of Location conditions not be acceptable to EVERSOURCE, both Parties shall be relieved of any and all of its obligations under the MOU. Further, if EVERSOURCE does not accept the Grant of Location, the Municipality is not required to withdraw its appeal at the SJC and EVERSOURCE is not required to withdraw its request for the Certificate to include grants of

location for the Project in Stoneham. Until such time as Stoneham withdraws its SJC appeal, Stoneham agrees to promptly support the consolidation of its SJC appeal with the related appeal brought by the Town of Winchester and to support a joint motion to reserve and report the consolidated appeal at the SJC, including a proposed briefing schedule to be concluded by December 2018.

2. **Property-Related Matters.**

2.1 **Construction Staging and Equipment/Material Storage.** A combination of temporary storage areas, staging areas and laydown areas (collectively, “Support Sites”) will be needed to support construction of the Project. Support Sites for material staging will be required at locations in the vicinity of the affected transmission line route. Although those areas do not necessarily have to be adjacent to the Proposed Route, the closer these areas are to the Proposed Route, the less likely the disturbance to the public. EVERSOURCE or its designated contractor(s) will be responsible for selecting Support Sites after consultation with the Municipality and for making arrangements with property owners for use of the land during construction.

3. **Construction Practices.**

3.1 **Work Hours and Months.** Normal work hours for EVERSOURCE and its contractors on the Project will be 7:00 A.M. to 5:00 P.M. Monday through Friday in residential areas (“Normal Work Hours”). Normal Work Hours are subject to any conditions imposed by the EFSB with respect to the Project. The Municipality may allow work on Saturdays between 9:00 A.M. and 5:00 P.M. at the sole discretion of the Director of Public Works. EVERSOURCE shall be responsible to pay reasonable and customary overtime for Municipality staff to respond to emergencies outside of typical staff work hours (7:00 A.M. to 3:00 P.M.).

The Municipality acknowledges that in some limited instances, due to activities that must be conducted continuously, unforeseen circumstances, weather events, or other exigencies, EVERSOURCE may require the performance of work outside of Normal Work Hours, including, without limitation, on a continuous, around-the-clock basis for an extended period. The extension of work hours for such reasons (“Extended Work Hours”) is a permitted exception to the Normal Work Hours and must be agreed to by the Municipality. EVERSOURCE or its applicable contractor(s) will provide reasonable advance notice, when practical, to the Municipality of circumstances that likely will require Extended Work Hours and the approximate duration of such work period, and the Municipality will be expeditious in its response.

The Municipality will allow EVERSOURCE to work during its winter moratorium (December 1–April 1), on a case-by-case basis as specifically agreed to by the Municipality. The Municipality understands that some work including splicing and manhole setting may require special hours and will be determined on a location by location basis. Splicing typically requires a 12-hour work day.

Construction work hours for civil work will be:

- Montvale Avenue from Woburn Line to Main Street: Day work will be performed on Montvale Avenue from Main Street to the opening of the cemetery. Night work will

be performed from the cemetery to the Woburn line. EVERSOURCE and the Municipality will meet and consult as to whether construction on other portions of Montvale Avenue near residences should occur during daytime hours.

- Main Street from Montvale Avenue to Elm Street: 7:00 P.M. to 5:00 A.M., Monday through Friday.
- Elm Street from Main Street to Wakefield Town Line: 9:00 A.M. to 4:00 P.M., Monday through Friday. EVERSOURCE will perform work on Elm Street between Main Street and Washington Street only in summer months outside of the Central Middle School academic calendar. This will include the area from Main Street at Lindenwood to Elm Street at Waverly. This area may be extended after consultation with the Municipality.
- In consultation with EVERSOURCE, the Municipality may allow work at other times, other than identified above, at the sole discretion of the Director of Public Works or his/her designee.
- EVERSOURCE, in consultation with the Municipality, will agree to execute construction and take reasonable actions when schools are in session in order to ensure the safety of students. This could include expediting school buses to pass through construction sites, assisting the Municipality in relocating school bus stops, ensuring the heavy equipment is not active and construction has stopped in locations where school children are present, and providing for additional school crossing guards if necessary.

3.2 Construction Schedule. EVERSOURCE will prepare a construction schedule in consultation with the Municipality at least sixty (60) days before construction begins. The construction schedule will be updated as soon as reasonably possible based on unforeseen circumstances (e.g., weather).

The Municipality will provide information to EVERSOURCE regarding known or anticipated events and occurrences within the Municipality as they occur or otherwise become known to the Municipality. To the extent reasonably possible, these events and occurrences will be included as part of the construction specification for incorporation by EVERSOURCE and/or its contractor(s) in the construction schedule. EVERSOURCE agrees to work with the Town Administrator or his/her designee to make any further adjustments to the contractor's construction schedule as reasonably possible. The Municipality recognizes that the construction schedule may require revisions during the duration of the Project. EVERSOURCE will assure the roadway and sidewalks are in a condition to allow the annual Memorial Day parade to pass safely.

3.3 Noise. EVERSOURCE will comply with the noise reduction and other noise requirements contained in the EFSB Order, including without limitation, the noise mitigation conditions imposed in the EFSB Order, referenced as Condition J and Condition K. EVERSOURCE will also work with the Municipality to define mutually agreeable noise control measures when doing night work or during extended periods of noise exceeding a reasonable level as defined by the Municipality. Noise abatement measures will, as appropriate, include low noise generators, noise barriers or other appropriate noise reduction equipment. Noise barriers will be

used in residential neighborhoods where the measures are expected to be needed in order to achieve compliance with the noise standard in the Municipality's applicable bylaw, and noise abatement measures will also be used in other areas of the Project as mutually agreed to by EVERSOURCE and the Municipality.

3.4 Traffic Control. Construction activities within the Municipality will require traffic control and a Traffic Management Plan ("TMP"). EVERSOURCE and its contractors will consult with municipal representatives, including the Police Chief, Fire Chief and Director of Public Works, to develop a traffic management plan to minimize the impact of Project construction on traffic and businesses. Such plan shall address traffic caused by all phases of the Project including, without limitation, during the bringing of materials to the Project site, storage of such materials, construction, storage of equipment, post-construction street repair and paving and the TPM will coordinate with other projects underway, in the Municipality, by the Municipality and other parties. As part of its Grant of Location application, EVERSOURCE provided the TMP to the Municipality for its approval.

The TMP will include coordination with the Police, Fire, schools and Public Works Departments, provisions for emergency vehicle access, development of lane location adjustments and safe travel widths to maintain safe vehicle traffic and pedestrian movement, duration of lane closures and detours and installation of traffic control signs and equipment such as barricades, reflective barriers, and advance warning signs. EVERSOURCE will provide appropriate communication to affected businesses, municipal officials, and the public of the timing and location of travel and parking restrictions at least 48 hours, to the extent possible, before the restrictions go into effect. Pedestrian access will be maintained on all streets where construction occurs. Metal plates or similar work site covers will be maintained at all times at construction sites to cover the construction trench to allow emergency vehicles to pass through the site when needed.

EVERSOURCE will reimburse the Municipality in an amount not to exceed \$10,000 for traffic safety equipment to be used by the Municipality's Police Department during construction. This will not reduce the responsibility of EVERSOURCE for a full TMP and appropriate traffic signage.

3.5 Traffic Light Timing. EVERSOURCE will reimburse the Municipality in an amount not to exceed \$300,000.00 to replace the existing traffic light timing mechanisms (vehicle detection loops and sensors) at the intersections of Main and Elm Streets, Main and William Streets, William and Central Streets and Central and Elm Streets with improved permanent traffic light control infrastructure. EVERSOURCE does not warranty or guarantee the installation or effectiveness of the system, and is not responsible for any ongoing maintenance and/or repair of the system. The Municipality agrees to waive and release all claims against EVERSOURCE related to the operation of the traffic light timing systems installed by the Municipality.

The Municipality will provide invoices to EVERSOURCE contemporaneous with the work being performed for this work.

3.6 **Worksites.** EVERSOURCE or its designated contractor(s) will remove any unused equipment or materials from the construction worksites, at the close of each Project work day, excluding Support Sites and those worksites that must be kept open at night, including nighttime construction and/or trenchless crossings.

EVERSOURCE or its designated contractor(s) will leave the construction worksites in broom swept condition at the close of each Project work day. Eversource and its designated contractor(s) will, to the extent reasonably possible, minimize the impact of dust as a result of Project construction.

3.7 **Staging of Fire Protection Personnel and Vehicles.** EVERSOURCE will meet with the Stoneham Fire Chief to review the TMP for the potential need and specific locations for the staging of fire equipment, and will, thereafter, meet regularly to assess the need for staging during the construction of the Project. The equipment necessary for staging will be determined by the Fire Chief, and may include a fire truck and 3-4 Fire Department personnel. EVERSOURCE will reimburse the Municipality for the reasonable minimum hourly costs of the equipment and personnel needed for the staging.

3.8 **Pre and Post-Construction Video Sweep.** EVERSOURCE or its designated contractor(s) will conduct a pre-construction video sweep from the public way to document pre-construction conditions. If requested by residents, EVERSOURCE will conduct pre-construction videos of the front of residences' houses including the foundations. EVERSOURCE will also conduct a post-construction video sweep to document as-built conditions. The Municipality will be provided the pre and post-construction videos and inspection results. Residents and businesses will be permitted to review video surveys of their properties, on request.

3.9 **Construction Contact.** EVERSOURCE will assign a direct and dedicated point of contact for the Municipality to contact for quick response to construction-related questions for Eversource and/or its contractors.

3.10 **Street Opening Permit.** EVERSOURCE and/or its Contractor shall be responsible for obtaining a Street Opening Permit from the Municipality prior to the start of any test pits, trenching, or other construction in the public way or on Municipality-owned lands. Street Opening Permits for construction of the Project cannot be issued until a Grant of Location has been obtained from the Board. However, Street Opening Permits associated with geotechnical boring, pot-holing, test pits and similar work required to advance the design of the Project may be issued by the Department of Public Works in advance of a Grant of Location being obtained from the Board. The Municipality agrees to promptly process the Street Opening Permits.

3.11 **Blasting.** EVERSOURCE has agreed not to use blasting during construction except by agreement with the Municipality.

4. **Restoration.** The Parties have reviewed the restoration measures proposed by EVERSOURCE in its petition filed with the EFSB, and the Municipality is satisfied that the nature and scope of such restoration obligation provides reasonable assurance to the Municipality and its residents that permanent construction impacts will be reasonably mitigated. Such restoration measures are subject to any conditions imposed by the EFSB and/or other regulatory agencies.

The Municipality will notify EVERSOURCE of any concerns about EVERSOURCE's compliance with its restoration obligations under the Order and/or this MOU immediately before the Municipality takes any action with respect thereto so that the Parties can attempt to develop and implement a plan that resolves such concerns. The Parties acknowledge that it is in their mutual interest to resolve any such concern without resorting to formal proceedings and/or other action; accordingly, the Parties will negotiate in good faith to identify a mutually acceptable resolution.

4.1 **Street Restoration.** The Parties have reviewed the streets to be impacted by construction in consideration of among other things, the nature and extent of the construction performed on each street and the age and condition of the existing paving of each street impacted by construction, as identified in Exhibit 3. EVERSOURCE agrees that streets excavated during the Project will be restored to the standards specified in the Code of the Town of Stoneham Sec. 13-15.10 Terms of the Street Opening Permit.

4.2 **Sidewalk Restoration.** Where directly impacted, sidewalks will be replaced with concrete in the immediate Project construction area. Granite curbing will be added in accordance with the Municipality's standard practice. Handicap ramps on sidewalks will be replaced by EVERSOURCE if impacted by construction, in accordance with ADA requirements. Curb cuts shall be installed at crosswalks on those sidewalks that are replaced as required by the Municipality. EVERSOURCE will reimburse the Municipality for the costs, up to \$60,000.00, of installing a sidewalk on the north side of Montvale Avenue between Mountain View Drive and the Stoneham Arena to connect the existing sidewalks on Montvale Avenue.

4.3 **Restriping.** EVERSOURCE will restripe a road it has resurfaced in accordance with the Municipality's design, including a bikeway lane mark-out or shared lane markings on Elm Street to connect the Stoneham and Wakefield bikeways in accordance with the Municipality's P.E. stamped design.

5. **Snow Plowing.** EVERSOURCE and its contractor will plow portions the road(s), intersection to intersection, currently impacted by the Project, at the time of a snow event. EVERSOURCE and the Municipality will consult to coordinate EVERSOURCE's plowing with the Municipality's snow plowing responsibilities.

6. **No Parking Signs.** EVERSOURCE will provide notice of construction work, including posting no parking signs, to businesses and residents, at least 48 hours in advance where construction is planned. Abutters shall be notified five (5) days in advance of any no parking areas to the extent possible.

7. **Trees.** EVERSOURCE or its contractor will obtain an evaluation report from a certified arborist documenting the condition of the public shade trees along the streets on the Project route and the need for the replacement, pruning or trimming of trees affected by the construction along the Project route. EVERSOURCE will review the results with the Director of Public Works and Tree Warden, and discuss any potential impacts to the identified trees.

The Municipality will provide EVERSOURCE with a copy of its established tree replacement policy, if any, prior to scheduled time for any tree removal.

In the event EVERSOURCE removes public shade trees after consultation with the Tree Warden, EVERSOURCE will replace the trees removed in accordance with the Municipality's established tree replacement policy (every inch in caliper that is removed is replaced by planting trees of a type, size and location(s) determined by the Tree Warden, with no less in total caliper than the tree which was removed or damaged), and any newly planted trees will be guaranteed by an EVERSOURCE contractor for one (1) year after planting with a one-time only replacement. EVERSOURCE or its contractor will be responsible for watering and other recommended care, as needed, during the one (1) year warranty period.

Any required cutting of tree roots may only be performed after notification to the Tree Warden. Those trees subject to root cutting will be guaranteed by an EVERSOURCE contractor for at least one (1) year post root cutting and will be replaced pursuant to the Municipality's established tree replacement policy, if any, if requested by the Tree Warden.

8. **Community Outreach.** EVERSOURCE will maintain its public outreach program, developed in consultation with Municipality's officials, throughout the duration of the Project to inform the Municipality, residents, businesses, and abutting and nearby property owners of the status of the Project, including, without limitation, upcoming construction activities and schedules, and to respond to any public questions and/or concerns and/or complaints in a timely manner. EVERSOURCE will utilize a variety of methods, which shall include, at a minimum, a Field Outreach Representative, mailings and/or door hangers, a Project website, and a toll-free Project hotline to apprise residents of Project milestones and nearby construction activities, a method to answer questions regarding the Project in a timely fashion, as well as a method to report and achieve resolution to emergencies after business hours. All planned road closures necessitated by the Project shall be posted on the Project website at least seventy-two hours (72) in advance with detour information. Due to unexpected events, the advance notices for road closures and timeframe is subject to change.

8.1 The Project website, which EVERSOURCE will maintain throughout the duration of the Project, will be identified on any mailings and/or door hangers provided to residents, and on Project signage. Project communications and website will identify a toll-free Project hotline phone number and email address that is monitored at least daily Monday through Friday. The website will contain the work hours, construction schedule, location of construction, recommended alternative travel routes and where and when parking restrictions will be in place in map and written form. Residents may contact EVERSOURCE through the toll-free Project hotline or email address to request email updates of construction activities. The website will be updated regularly. The Municipality may provide a link to the Eversource Project website from the Municipality's website. The website will include a clear map of alternative routes, identification of construction hours and a two week lookahead schedule for construction.

8.2 EVERSOURCE will provide representatives from EVERSOURCE and/or the contractor who will attend regular meetings with municipal representatives during construction of the Project, bi-weekly or more frequently as determined by EVERSOURCE and the Municipality. EVERSOURCE will be available to meet with business owners and tenants and residents during and prior to each major phase of construction to discuss upcoming construction activities. When necessary, additional EVERSOURCE representatives will be available at such meetings to address

specific concerns such as traffic, safety, public transportation, on-street parking, environmental or other issues.

8.3 As part of its outreach program, EVERSOURCE will conduct advance notification to local property and business owners abutting the Project route and work with each to mitigate potential impacts as needed. EVERSOURCE will provide notification signs on the outside of the immediate construction areas to notify vehicle traffic to “avoid heavy construction in Stoneham” or similar messages and to suggest alternate routes.

8.4 At all worksites, EVERSOURCE and/or its designated contractor(s) will have a sign identifying EVERSOURCE’s logo and contact information.

8.5 Upon reasonable request by the Municipality, EVERSOURCE will make every effort to provide an information booth or similar resource, to discuss schedule and future Project impacts, at community events where abutting property owners will be present.

9.0 **Municipal Infrastructure.**

9.1 **Sewer and Storm Drain Survey.** EVERSOURCE or its designated contractor(s) will conduct a closed circuit recording of the sewer and storm drain system located within two (2) feet of the proposed excavation area and a length from the next available manhole/handhole in Montvale Avenue, Elm and Main Streets, prior to the commencement of the Project. The Municipality will be provided all recordings, including electronic copies and findings, and, in consultation with EVERSOURCE, provide final approval on mitigation, repair or replacement procedures for any sewer and drain lines to be repaired, mitigated or replaced as a result of direct Project impact.

9.2 **Existing Municipal Utilities.** Upon completion of the Project, all existing municipal water and sewer utilities in and around Montvale Avenue, Elm and Main Streets serving a residence or business will remain gravity based, where the existing line is gravity based, and will not require any pump or similar equipment to operate.

Whereas the proposed EVERSOURCE ductbank alignment is based on field surveys and record documents depicting the locations of existing underground utilities which are not warranted to be exactly located, nor warranted that all underground utilities or other structures are shown, and that EVERSOURCE requires minimum depth of cover, and minimum separation clearances be maintained to existing utilities, and that it is impossible to pre-determine the exact ductbank alignment in advance of actual construction, the parties therefore agree EVERSOURCE may field adjust the ductbank alignment as necessary based on actual field conditions with the concurrence of the Town Engineer or her or his designee, which concurrence shall not be unreasonably withheld; provided, however, that required line alignment adjustments greater than 2'-0" will be identified and coordinated with the Municipality and documented on as-built plans provided for record.

EVERSOURCE intends to maintain and protect existing municipal utility mains and service connections. EVERSOURCE's construction contractor is required to submit MA P.E. designed support of excavation (SOE) plans, depicting means and methods of trench shoring, and

existing utility temporary support systems. Where municipal utility mains cannot be safely supported in place and/or service operationally maintained, EVERSOURCE's construction contractor is required to submit water, sewer, or drain line bypass plans to the Municipality in accordance with documented municipal specifications and obtain necessary permits from jurisdictional authority prior to performing ductbank work. Where service connections cannot be maintained in operation during construction, EVERSOURCE's construction contractor is required to submit temporary customer service line plans and obtain necessary permits from jurisdictional authority prior to performing ductbank work. EVERSOURCE Community Outreach Representatives will work with the Municipality and affected customers to ensure customer satisfaction.

EVERSOURCE will replace or repair any municipal or private facilities that it unintentionally damages during construction or which are directly impacted by construction and caused to be unstable as a result, as reasonably determined, by the Field Engineer in consultation with EVERSOURCE. Replacements, repairs, and temporary bypasses will be made per municipal engineering standards, or other generally accepted utility construction standards if no municipal standards exist. EVERSOURCE will repair any water mains, gravity lateral services, and service connections that fail within 270 days after temporary repaving where such failure is demonstrated to be a result of Project construction.

Municipal infrastructure relocations by EVERSOURCE or its designated contractor will be limited to those within approximately two (2) feet of the proposed design area. Any Municipal infrastructure requiring relocation will be identified by EVERSOURCE in drawings with a proposed relocation plan. Any relocation will maintain a minimum clearance of 24 inches between the municipal and EVERSOURCE facilities. EVERSOURCE will indicate if the relocation is permanent or temporary during Project construction, and, if temporary, EVERSOURCE will return the infrastructure to its original location prior to restoration. Any permanent utility relocation plan will be approved by the Municipality at EVERSOURCE's expense.

9.3 Montvale Avenue Culvert. EVERSOURCE will replace the culvert for Sweetwater Brook located at Lindenwood Cemetery ("Cemetery") on Montvale Avenue with a larger and redesigned culvert. This is a one-time replacement of the culvert by EVERSOURCE. The Municipality will be responsible for the timely engineering, design, survey, geotechnical borings, environmental permitting, and any and all permits necessary for any modification of the stone wall surrounding the Cemetery for the construction of the new culvert, and EVERSOURCE will reimburse the Municipality for the Municipality's costs, in an amount not to exceed \$125,000.00, for the above work associated with the new culvert. The final design and scope of work associated with the culvert shall be subject to mutual agreement between the Parties.

EVERSOURCE will be responsible for, and pay for, the construction of the culvert pursuant to the design. EVERSOURCE and the Municipality will consult on the timing for the construction of the new culvert and associated traffic management. EVERSOURCE does not warranty or guarantee the installation or effectiveness of the culvert, and is not responsible for any flood prevention or flood remediation or any ongoing maintenance and/or repair of the culvert. The Municipality agrees to waive and release all claims against EVERSOURCE known or unknown, for any damage, loss, cost or expense arising out of, or in any way related to the culvert, including without limitation the removal of the existing culvert and installation of the new culvert.

9.4 **Damage to the Municipality's Infrastructure.** EVERSOURCE agrees to repair municipal infrastructure that is damaged by its construction according to the best industry practices and at EVERSOURCE's expense.

9.5 **Final Construction Design Documents.** The Project final construction design documents will undergo a complete and comprehensive quality control check with the Municipality.

9.6 **As-Built Diagrams.** At the conclusion of construction, EVERSOURCE will provide the Municipality with as-built diagrams showing the location of the Project and all related equipment.

10. **Field Engineer.** The Municipality has the option to hire or assign an engineering consultant ("Field Engineer") to observe civil construction of the Project and to act as a liaison between the Municipality and EVERSOURCE and/or its contractor on matters related to municipal utilities and similar facilities, as more specifically set forth below. EVERSOURCE agrees to pay the Municipality's expenses for the Field Engineer for work directly related to the Project. The scope of work associated with the Field Engineer is limited to civil construction activities which have the potential to impact municipal owned utilities, including, but not limited to, Project excavation, manhole installation, and backfilling ("civil construction").

The total cost to be reimbursed by EVERSOURCE shall not exceed \$95,000 for a period of 36 weeks. Should the duration of civil construction extend beyond this time period, activities of the Field Engineer will be reimbursed on a pro rata basis.

The handling of municipal mains and utilities (i.e., protection, replacement, realignment/relocation) will be agreed upon in advance by the Municipality and EVERSOURCE. However, in instances where site specific conditions necessitate revisions to those agreements, the Municipality shall give the Field Engineer authority to make such decisions in the field. The Field Engineer shall work with the EVERSOURCE Project Manager and/or Eversource-designated representative to resolve any field modifications, as quickly as possible, within a 24-hour window. The Field Engineer shall not issue directives to the Eversource contractor; contractor directives shall only be issued by the Eversource Project Manager or his/her designee. It shall be the responsibility of the Field Engineer to document such modifications and update municipal officials in a timely manner, as directed by municipal officials. If any field modifications cannot be resolved within the 24-hour window described above, the Town Administrator, Director of Public Works and any other necessary Town official will meet with the EVERSOURCE Project Manager or his/her designees to come to a mutually agreed resolution of the issue within a 48-hour window calculated from when said dispute was brought to their collective attention.

The Field Engineer will observe construction activities and cooperate in the exchange of municipal utility information that supports site conditions, including potential damage assessments and utility relocations if necessary.

EVERSOURCE and the Field Engineer shall coordinate directly with the Municipality to address damage to any municipally-owned utilities and any privately-owned water and sewer laterals. EVERSOURCE shall be responsible for any such repairs in a manner acceptable to the

Municipality. EVERSOURCE's contractor shall limit disruption to the surrounding property owners.

Any issues or concerns raised by the Field Engineer that cannot be readily remedied in the field shall be immediately brought to the attention of the EVERSOURCE Project Manager or his/her designee by the Field Engineer.

The Field Engineer shall meet certain fundamental educational and experience requirements, including:

- B.S. in Civil Engineering or Construction Management from an Accreditation Board for Engineering and Technology, Inc. (ABET) Accredited Program
- Minimum 5 years' experience with municipal water, drain and sewer utility systems design and/or construction
- Ability to interpret construction plans and specifications
- Experience in effective written and oral communication skills
- Prior experience acting as resident or field engineer/owners representative preferred

The Field Engineer shall be hired and paid directly by the Municipality. The Municipality shall submit the invoices received from the Field Engineer to EVERSOURCE for reimbursement, on a monthly basis, along with a weekly report documenting the Field Engineer's work, including location, hours spent at each location, and activities or observations conducted at that location.

11. **Rodent/Pest Control Plan.** EVERSOURCE will work with the Municipality's Health Department to determine what, if any, rodent controls must be implemented by EVERSOURCE during the Project. EVERSOURCE will be responsible for rodent control in the vicinity of the Project in accordance with the Municipality's established specifications with regard to such.

12. **Claims Process.** EVERSOURCE will contract with qualified and experienced contractors in the execution of the construction work and will work cooperatively with property owners and business owners to avoid disruptions and mitigate impacts to the extent practicable. Every effort will be made to ensure that access to residences and businesses is maintained.

If, despite these methods and measures, a property or business owner believes he/she has suffered harm, or experiences a dispute that they believe cannot be readily remedied, the issue can be brought to EVERSOURCE's attention in a number of ways. Property or business owners can initiate the claim process by contacting the Field Outreach Representative, calling the Project Hotline or sending an email as outlined on the Project web page. Communication of these methods of contact for any questions or concerns about the Project, including construction activities, is a fundamental component of EVERSOURCE's outreach program and project communications.

Depending on the type, nature and circumstances of the claim, it will be evaluated directly by EVERSOURCE and, if related to contractor activities, referred to the contractor for prompt resolution. For property damage, EVERSOURCE will investigate the issue and repair any damage

caused by its actions. For contractor-related claims, EVERSOURCE will act as a liaison between the claimant and the contractor, and will monitor the contractor's resolution of the claim to ensure that any damage caused by Project activities is promptly addressed. If the damage is something that can be and is readily remedied, no claim form is required and the matter is considered resolved when the repair/replacement has been made. If the claim cannot be readily remedied or involves business disruption, the claimant would fill out a claim form with the necessary documentation. The claim will then be promptly evaluated by the EVERSOURCE Project Claims Committee and, if warranted, resolved with the claimant. If not resolved, EVERSOURCE will provide the claimant with the reason(s) for the denial.

13. **Police Details.** EVERSOURCE will work with the Municipality to ensure that adequate police details are available and paid for by EVERSOURCE for the proposed construction. This will involve using police details from the Municipality, including recent police academy cadet graduates, neighboring municipalities and the state police if the Municipality cannot cover the needed details. Police details will ensure that opposing traffic flow within the work zone will be stopped temporarily and emergency responders will be given priority to navigate safely through the work zone with minimal delay. Police details may also be necessary at school crossings or locations where school children pass on the way to, or from, school. To the extent possible construction work hours should be consistent with the hours of police department shifts.

14. **Representatives.** Each Party will designate a representative to serve as its primary point of contact for the Project, including, without limitation, any matters arising out of, and/or contemplated under, this MOU. Those representatives will communicate on a regular basis as appropriate based on the progress of the Project and otherwise to address any concerns.

15. **Notices.** Notices permitted or required under this MOU will be deemed received (a) upon personal delivery, (b) upon one (1) business day following pickup by overnight courier (*provided* a receipt for delivery is obtained), (c) by facsimile upon the sending Party's receipt of a facsimile confirmation, or (d) three (3) business days following mailing by certified mail, postage prepaid, return receipt requested. Said notices shall be provided to the following addresses and/or facsimile numbers:

To the Municipality:	Town of Stoneham 35 Central Street Stoneham, MA 02180 Attention: Debora L. Pettengill, Interim Town Administrator Email: dpettengill@stoneham-ma.gov Fax: 781-279-2602
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To EVERSOURCE:	EVERSOURCE ENERGY 56 Prospect Street Hartford, CT 06103 Attention: Michelle Gallicchio Email: michelle.gallicchio@eversource.com
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with a copy to:	Eversource Energy Service Company
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107 Selden Street
Berlin, CT 06037
Attention: General Counsel
Fax: 860.665.5504

Either Party by written notice to the other Party may change the address or the persons to whom notices or copies thereof will be directed.

16. **Term.** This MOU will remain in effect until completion of the Project; *provided* that this MOU will terminate immediately without further obligation of either Party if the EFSB does not approve the Project and an appeal of such denial, if any, is upheld by the Massachusetts Supreme Judicial Court, or the EFSB Order does not approve the installation of any transmission facilities in the Municipality for the Project.

17. **Miscellaneous.**

17.9 **Successors and Assigns.** This MOU is binding upon, and inures to the benefit of, EVERSOURCE, the Municipality, and their respective successors and assigns to the full extent permitted by law.

17.10 **Counterparts.** This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one instrument.

17.11 **Governing Law.** This MOU is governed by, and will be construed in accordance with, the laws of the Commonwealth of Massachusetts, exclusive of the conflicts of law rules of such Commonwealth.

17.12 **Amendment.** This MOU may not be altered, modified, revised or changed, nor may any Party be relieved of its liabilities or obligations hereunder, except by written instrument duly executed by each of the Parties.

17.13 **Conditions of Regulatory Agencies.** Notwithstanding anything herein to the contrary, EVERSOURCE's obligations to the Municipality are contingent on the EFSB and other regulatory agencies' approvals of the Project, and subject to any conditions imposed by the EFSB and any other agencies in their respective orders and/or permits relative to the Project.

17.14 **Default.** Failure by the Parties to perform any term or provision of this MOU shall not constitute a default under this MOU unless a Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of the receipt of written notice of such failure from the non-defaulting Party and thereafter fails to complete such cure, correction or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, provided the Party exercises due diligence in the remedying such default.

17.15 **Authority.** The Parties warrant that the signatories to this Agreement have the authority to act on behalf of the Parties.

The Municipality and EVERSOURCE have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

TOWN OF STONEHAM

By Debora L. Pettengill
Printed Name Debora L. Pettengill
Its Interim Town Administrator
Date 10/15/18

Approved as to form:

Town Counsel

**NSTAR ELECTRIC COMPANY D/B/A
EVERSOURCE ENERGY**

By _____
Date _____
Kenneth B. Bowes
Vice President-ISO Policy, Siting and
Compliance
Eversource Energy Service Company, as Agent
for NSTAR Electric Company

Exhibit 1
Municipal Siting Approvals

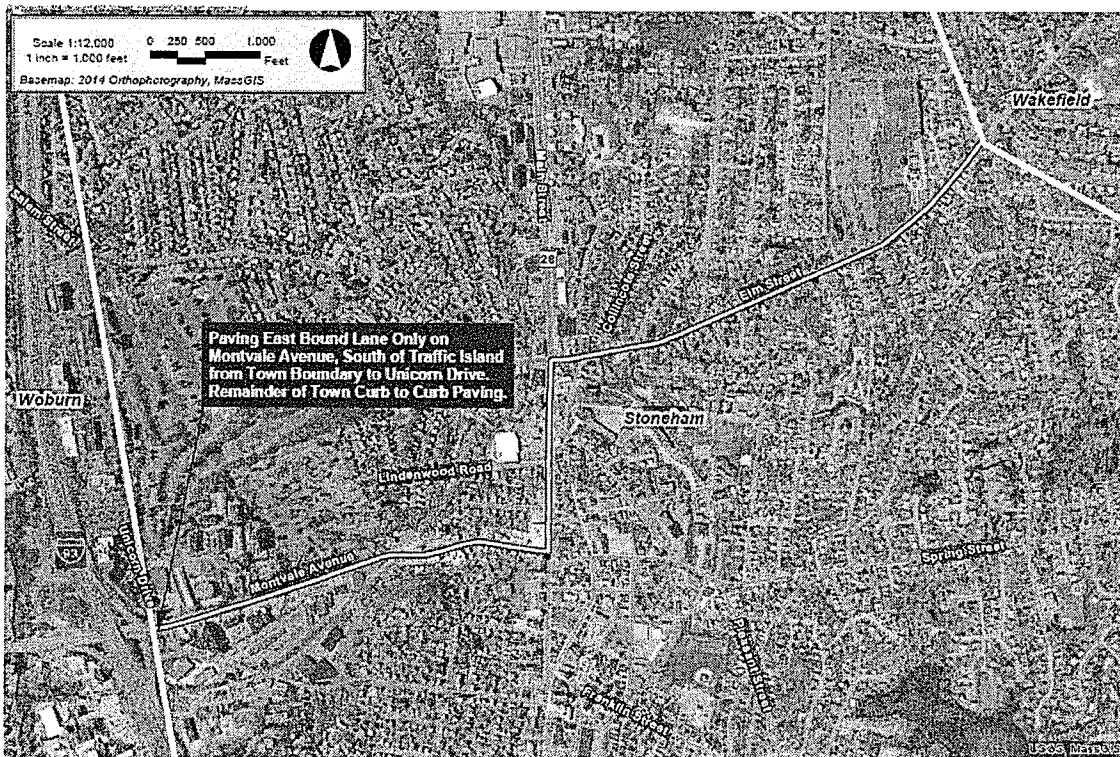
Municipal Siting Approval	Anticipated Application Date
Wetlands Notice of Intent	Q2 2017
Grant of Locations	Q4 2017
Street Opening Permit	Q1 2019

Exhibit 2**Siting and Environmental Permits and Status**

Lead Agency	License/Permit/Easement
Energy Facilities Siting Board (EFSB)	Siting Petition (EFSB 15-04) Section 72 Petition (D.P.U. 15-140) Zoning Exemption Petition (D.P.U. 15-141) EFSB Certificate proceeding, EFSB 18-03
Massachusetts Department of Environmental Protection (MassDEP)	Utility Related Abatement Measure Notification (URAM)
Massachusetts Department of Transportation (MassDOT)	State Highway Access Permit(s) (MGL Ch. 81, Section 21 / MGL CH. 85, Section 2)
Massachusetts Bay Transit Authority (MBTA)	Rail Crossing Permit(s) (MGL Ch. 40, Section 56a)
Massachusetts Water Resources Authority (MWRA)	Section 8(m) Permit(s)

Exhibit 3

Street Restoration



Woburn to Wakefield Line Project

EVERSOURCE nationalgrid

Stoneham Street Paving Plan